SULTANATE OF

MUSCAT AND OMAN

DEPARTMENT OF DEFENCE

MUSCAT

1. AGREEMENT made this seventh day of July 19 69 between the Military Secretary acting on behalf of the Sultan of Muscat and Oman, (hereinafter referred to as ' the Military Secretary ') for the one part and GRAHAM HUGH MILLAR for the second part (hereinafter referred to as 'the Officer').

2. The Officer will loyally and faithfully serve the Sultan. He will diligently and faithfully perform the duties of his office as CAPTAIN, or any other office to which he is appointed by the Military Secretary for the term of his engagement, and further will carry out all such duties in accordance with the orders and instructions issued to him directly or indirectly by the Commander Sultan's Armed Forces or by any other officer duly authorised by the Commander in accordance with the Laws and Regulations of the Sultanate.

3. The term Commander Sultan's Armed Forces means in the Agreement the Officer Commanding The Sultan's Armed Forces within the powers vested in him by the Sultan of Muscat and Oman, who is the Sovereign and Commander-in-Chief of his Armed Forces.

4. The Officer shall receive a monthly amount of pay and allowances in Rupees deposited to his credit in a Bank in Muscat in accordance with his rank and at the rates authorised by the Sultan in the Armed Forces Budget. Such Pay and Allowances shall be not less than those authorised in Clause 6 hereof at the date of signature of this Agreement.

5. This Agreement shall be subject to the Clauses and Conditions laid down in the attached Schedule which will be read and construed as part of this Agreement.

6. The rate of Pay and Allowances as laid down for the rank of the Officer signing the Agreement at the time of the signature is Rupees ONE THOUSAND EIGHT HUNDRED monthly, exclusive of ration allowance, currently Rupees SIXTEEN daily.

Signed .....
(~~on behalf~~ of the Sultan)

Signed .....

In presence of D.E. Lissone
37 Winchester Court,
Kensington W.8.

Occupation Secretary

(Forming part of the Agreement attached hereto)

1. PERIOD OF SERVICE

Subject to a probationary period of three months during which time the Sultan may dismiss the Officer without penalty, the present period of service under this Agreement shall be for three years from the seventh day of July 1969. For all purposes, including leave privileges, this Agreement shall be considered to begin on the date the Officer leaves the United Kingdom or other agreed place for Muscat, that is on the seventh day of July 1969.

2. DUTIES

The duties of the Officer will include all the ordinary duties of the office in which the Officer is serving and any other duties which the Commander Sultan's Armed Forces shall order him to perform. During the period of his engagement with the Sultan's Armed Forces, the Officer will reside in such place and occupy himself in such manner as the Commander Sultan's Armed Forces, or his properly appointed Deputy, shall direct. The Officer will not either directly and/or indirectly engage or be concerned in any other business or service whatsoever or to receive commissions or profits of any kind but shall devote the whole of his time and attention to the service of the Sultan and his Armed Forces and shall do his best at all times to promote the interests of both.

3. TRAVELLING EXPENSES

(a) The Officer will be provided on first appointment to the Sultan's Armed Forces with a free passage from his home in the UK, or other agreed place, to Muscat, travel within the UK to be by rail first class and the remainder of the journey to be by air tourist class or by sea first class as the Military Secretary may consider to be in the best interests of the Forces.

(b) On terminating his appointment and finally leaving the Sultanate, the Officer will receive a free passage to his home in the UK, or other agreed place, subject to the terms and conditions given elsewhere in this Schedule. Travel will be by air tourist class or by sea first class or by first class rail in the UK.

(c) The Officer will be entitled to receive a refund of any reasonable expenses incurred by him on account of bed and board for night stops over and above the cost of the passages during the initial and final journeys.

(d) The Officer will be provided on first appointment and on termination of this Agreement with free transportation of his baggage and personal effects from and to the UK, or other agreed place, up to 4 cwt or 20 cub ft by sea or 22 lbs by air accompanied or 72 lbs by air unaccompanied for each journey. Such free transportation shall be granted by the most suitable means as directed by the Military Secretary.

(e) If the Officer terminates his engagement in accordance with clause 12 (b), he will be entitled only to the proportion of his air fare and travelling expenses equivalent to the length of his service counting towards leave in that year.

4. SALARY

(a) The Officer will start to receiv the full pay of his rank on the date of his departure from the UK or other agreed place for Muscat, provided that he travels by the quickest and most direct means as ordered by the Military Secretary.

(b) The Officer's pay and allowances will be free of Sultanate Income Tax.

5. ALLOWANCES

(a) The Officer will be entitled to receive Ration Allowance at the rate authorised by the Sultan in the annual Budget of the Armed Forces except when in receipt of free subsistence.

(b) Marriage Allowance and Separation Allowance are issued to entitled personnel under the conditions and at the rates contained in the Pay Code.

6. ACCOMMODATION

The Officer will be provided with free bachelor accommodation having a simple scale of furniture together with Mess facilities. No married accommodation is available.

7. MEDICAL

The Officer will be provided with free medical treatment and hospitalization during his period of service with the Sultan's Armed Forces as far as the Sultanate and the Sultan's Armed Forces medical and hospital facilities permit provided that :-

(a) Where the medical or hospital facilities are inadequate properly to provide the treatment recommended by the Medical Authority appointed by the Military Secretary, the Officer will be provided with free treatment and/or hospitalization at the nearest place outside the Sultanate where suitable facilities exist.

(b) The Officer will not normally receive hospital or other treatment at Sultanate expense in the UK where he will be expected to avail himself of the facilities provided free as a patient under the National Health Service.

(c) The Officer may be granted up to three months sick and/or convalescent leave on full pay on the advice of the appointed Medical Authority, and at the discretion of the Military Secretary within the powers vested in him. Further sick and/or convalescent leave will be at half pay, and limited to a further period of three months. After six months sick and/or convalescent leave the Officer may be asked to resign or may be discharged on medical grounds in accordance with the terms and conditions in clause 9 of this Schedule. Sick and/or convalescent leave on full pay will only be granted consecutive to ordinary leave or viceversa on the authority of the Military Secretary.

8. LEAVE

The Officer will be entitled to leave of absence authorised by the Commander Sultan's Armed Forces, in accordance with the following conditions and subject always to the exigencies of the service :-

(a) Subject to the foregoing conditions the Officer will be entitled to sixty days privilege leave of absence in each year of his service, and proportionately less for shorter periods of service.

(b) Such periods of privilege leave of absence shall be exclusive of travelling time for which purpose an additional eight days leave of absence will be permitted in each year of service.

(c) During the Officer's last year of service his entitlement of privilege leave will not be taken prior to his final departure from the Sultanate: and he will be entitled to travelling expenses only in accordance with clause 3.

(d) The Officer will be entitled to receive one free return passage in each year of service to his home in the UK, or other agreed place for the purpose of annual privilege leave, travel to be by air tourist class or by sea first class or within the UK by rail first class, the route to be approved by the Military Secretary.

(e) The Officer may subject to the exigencies of the service and with the approval of the Commander Sultan's Armed Forces split his entitlement of privilege leave provided that the total period of absence from duty in any one year of service does not exceed sixty-eight days and the Officer himself meets all expenses for one of the two periods of leave.

(f) The Officer may not accumulate annual privilege leave of absence except that if in the opinion of the Military Secretary exigencies of the service prevent the Officer from taking his normal leave entitlement when due, he shall be permitted, with the prior approval of the Military Secretary, to accumulate from one year's entitlement only to the next year.

(g) The Officer will not be entitled to receive annual privilege leave of absence if he resigns or is discharged within the first twelve calendar months of his service.

(h) Local leave of up to a maximum of seven days in each twelve months period of service may be granted to the Officer at the discretion of the Commander Sultan's Armed Forces. Such local leave of absence may be spent anywhere outside the Sultanate desired by the Officer but he will not be entitled to any travelling time or to receive any travelling expenses or free passages. Local leave may not be added to privilege leave or accumulated.

(i) Compassionate leave of absence up to a maximum of thirty days may be granted to the Officer in special circumstances at the discretion of the Commander Sultan's Armed Forces. Such periods of compassionate leave of absence will be afforded at half pay and the Officer will not be entitled to travel expenses or free passages. The Officer may, however, be granted compassionate leave up to a maximum of thirty days on full pay against future privilege leave of absence, at the discretion of the Commander Sultan's Armed Forces provided that the Officer has already served one full year of his period of service.

9. RESIGNATION OR DISCHARGE ON MEDICAL GROUNDS

If the duly appointed Sultanate Medical Authority shall at any time certify that the Officer is mentally or physically unable to perform his duties efficiently owing to a disability incurred as a direct result of his service with the Sultan's Armed Forces, he may be asked to resign or ordered to perform other duties. If asked to resign and provided that the disability shall not have been caused by the Officer's own misconduct, he will be entitled to :-

(a) Free return passage to his home in the UK or his country of residence as approved by the Military Secretary, travel to be by air tourist class or sea first class or within the UK by rail first class. Travelling time will be restricted to a maximum of four days.

(b) Any leave due to him for a period proportionate to his period of service in accordance with clause 8 (a) of this Schedule.

(c) A gratuity in accordance with clause 13.

10. DEATH OR INJURY

(a) Compensation will be paid to the Officer, or his next-of-kin in the case of death, if he be killed or injured whilst on military duty at the scale set out below -

SCHEDULE OF COMPENSATION

(i)	Death	£ 2,000
(ii)	Permanent total loss of sight of both eyes	£ 2,000
(iii)	Permanent total loss of sight of one eye	£ 1,000
(iv)	Loss of two limbs	£ 2,000
(v)	Loss of one limb	£ 1,000
(vi)	Permanent total loss of sight of one eye and loss of one limb	£ 2,000
(vii)	Temporary total disablement	½% of total amount per week up to 52 consecutive weeks for any single disablement.

(b) No disability or other pension or compensation are payable over and above those given in clause 10 (a); nor does this Agreement undertake to pay employer's contributions on behalf of the Officer towards UK National Insurance. Contributions which will entitle the Officer to the benefits of UK National Insurance are the sole responsibility of the Officer.

(c) No compensation will be paid for death or injury resulting -

(i) from attempted suicide or intentional self injury or from the Officer's own criminal act or sustained whilst the Officer is in a state of insanity.

(ii) directly or indirectly from disease or natural causes, or from medical or surgical treatment except where such treatment is rendered necessary by bodily injury caused by accident on military duty.

(d) The Officer ceases to be entitled to any compensation from the day after arrival in the UK, or other agreed place, on termination of this Agreement.

11. DISMISSAL

The Officer may be dismissed at any time during the period of his service for misconduct as a result of disciplinary action taken against him in accordance with the Regulations of the Sultan's Armed Forces. In case of such dismissal the Officer will forfeit all rights and privileges accruing to him under this Agreement.

Not Agreed 7/7

12. TERMINATION OF AGREEMENT

Notwithstanding clause 1 above -

(a) The Military Secretary with the approval of the Sultan may terminate this Agreement at any time by giving the Officer three months notice of his intention to do so or three months pay in lieu of notice. In this case the Officer will retain all rights and privileges accruing to him under this Agreement.

(b) The Officer may terminate his engagement at any time after twelve months service but only by giving three months' notice of his intention to do so to the Military Secretary through the Commander Sultan's Armed Forces. Any entitlement of leave due to the Officer will be excluded from the period of three months' notice: and there will be no entitlement to leave if the Officer's request to resign is made during his first year of service. If the Officer ends his engagement other than in accordance with the above undertaking he relinquishes all rights and privileges accruing to him under this Agreement.

13. GRATUITY

The Officer will be entitled to receive a gratuity at the rates laid down in the approved Pay Code on termination to his engagement after three or more years unbroken service unless he is dismissed under clause 11.

14. LIABILITY FOR DAMAGE

In the event of the Officer causing loss to the Sultan's Armed Forces or damage to Sultanate property through negligence or failure to carry out any order or other instruction he will be liable, subject to the finding of a properly constituted Board of Inquiry, to make good in whole or in part any such damage or loss for which the Military Secretary has authority to recover from the pay and allowances of the Officer.

15. RENEWAL OF AGREEMENT

Three months prior to the expiration of this Agreement the Officer will intimate in writing to the Commander Sultan's Armed Forces whether or not he wishes to continue his service. This Agreement may then be renewed, at the discretion of the Military

16. PRECEDENCE

It is hereby understood and agreed that the terms and/or conditions of this Agreement shall take precedence over any Regulation or Ordinance of the Sultanate subsequently to be enacted if the introduction of such Regulation or Ordinance would have the effect of rendering the terms and conditions of this Agreement less favourable to the Officer than they are at the time of signature of this Agreement.

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